



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

**REGION 8**  
**999 18<sup>TH</sup> STREET - SUITE 300**  
**DENVER, CO 80202-2466**  
**Phone 800-227-8917**  
**<http://www.epa.gov/region08>**

Ref:8ENF-L

January 7, 2004

Mr. Henry W. Ipsen  
Holme, Robert & Owen  
1700 Lincoln Street, Suite 4100  
Denver, Colorado 80203

RE: Uravan Uranium Superfund Site  
Uravan, Colorado  
Settlement Agreement

Dear Mr. Ipsen:

Enclosed is a copy of the fully executed Settlement Agreement between the United States Environmental Protection Agency and UMETCO Minerals Corporation. In accordance with Paragraph 32, the Effective Date of the Settlement Agreement is December 30, 2003. In accordance with Paragraph 11, payment is due within 60 days thereafter, February 28, 2004. We are in the process of publishing notice of the settlement and establishing a public comment period in accordance with Paragraph 33. We will let you know when you can expect to see the notice in the Federal Register.

Thank you for your cooperation in this matter. If you have any questions, please call me at (303) 312-6904.

Sincerely,  
**SIGNED**

Andrea Madigan  
Enforcement Attorney



*Printed on Recycled Paper*

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 8**

IN THE MATTER OF:

Uravan Uranium Superfund Site  
Uravan, Montrose County, Colorado

UMETCO Minerals Corporation,

SETTLING PARTY.

SETTLEMENT AGREEMENT

U.S. EPA Region 8  
CERCLA Docket No.**CERCLA-08-2004-0004**

PROCEEDING UNDER SECTION 122(h)(1)  
OF CERCLA, 42 U.S.C. §9622(h)(1)

## **TABLE OF CONTENTS**

I.	<u>JURISDICTION</u>	3
II.	<u>BACKGROUND</u>	3
III.	<u>PARTIES BOUND</u>	4
IV.	<u>STATEMENT OF PURPOSE</u>	4
V.	<u>DEFINITIONS</u>	4
VI.	<u>PAYMENT OF RESPONSE COSTS</u>	6
VII.	<u>FAILURE TO COMPLY WITH AGREEMENT</u>	7
VIII.	<u>COVENANT NOT TO SUE BY EPA</u>	7
IX.	<u>RESERVATION OF RIGHTS BY EPA</u>	7
X.	<u>COVENANT NOT TO SUE BY UMETCO</u>	8
XI.	<u>EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION</u>	8
XII.	<u>SITE ACCESS</u>	9
XIII.	<u>ACCESS TO INFORMATION</u>	9
XIV.	<u>RETENTION OF RECORDS</u>	10
XV.	<u>NOTICES AND SUBMISSIONS</u>	11
XVI.	<u>INTEGRATION/APPENDICES</u>	12
XVII.	<u>EFFECTIVE DATE</u>	12
XVIII.	<u>PUBLIC COMMENT</u>	12

## **I. JURISDICTION**

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency (“EPA”) by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and redelegated jointly to the supervisors of the Legal Enforcement Program and the Technical Enforcement Program of the Office of Enforcement, Compliance and Environmental Justice, EPA Region 8. In accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1), and EPA’s “Guidance on Administrative Response Cost Settlements Under 122(h) of CERCLA and Administrative Cashout Settlements with Peripheral Parties under Section 122(h) of CERCLA and Attorney General Authority,” issued September 30, 1998, EPA has determined that the United States’ total response costs for the Site will not exceed \$500,000 and that the prior approval of the Attorney General is therefore not required.

2. This Agreement is made and entered into by EPA and UMETCO Minerals Corporation (“Settling Party” or “UMETCO”). The Settling Party consents to and will not contest the authority of the United States to enter into this Agreement or to implement or enforce its terms.

## **II. BACKGROUND**

3. This Agreement concerns the Uravan Uranium Site (“Site”) located in Uravan, Montrose County, Colorado. EPA alleges that the Site is a facility as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake additional response actions to assist the State of Colorado, other federal government agencies and the Settling Party in deleting the Site from the National Priorities List (“NPL”). Although releases or the threat of release of hazardous substances containing radioactive elements and high metal and inorganic compound concentrations have occurred at or from the Site, remedial activities conducted by UMETCO pursuant to a Consent Decree and Remedial Action Plan with the State of Colorado have eliminated or substantially reduced these releases.

5. In overseeing performance of the response action and in assisting with the NPL deletion activities at the Site, EPA has incurred response costs and will incur additional response costs in the future.

6. EPA alleges that UMETCO is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for the “Past NPL Deletion Costs” and “Future NPL Deletion Costs” (as defined *infra*) incurred and to be incurred by the United States at the Site.

7. EPA and UMETCO recognize that this Agreement has been negotiated in good faith and that this Agreement is entered into without the admission or adjudication of any issue of fact or law. Specifically, the Parties agree to enter into this Settlement Agreement and UMETCO agrees to pay the “Past NPL Deletion Costs” and “Future Deletion Costs” (as defined *infra*) notwithstanding the fact that the statute of limitations to recover these costs may have expired on or before the effective date of this Agreement. The actions undertaken by UMETCO in accordance with this Agreement do not constitute an admission of any liability or any waiver of any defense to liability it may have. UMETCO does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in this Section.

### **III. PARTIES BOUND**

8. This Agreement shall be binding upon EPA and upon UMETCO and its successors and assigns. Any change in ownership or corporate or other legal status of the Settling Party, including but not limited to any transfer of assets or real or personal property, shall in no way alter the Settling Party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

### **IV. STATEMENT OF PURPOSE**

9. By entering into this Agreement, the mutual objective of the Parties is to avoid difficult and prolonged litigation by allowing UMETCO to make a cash payment to resolve its alleged civil liability under Section 107 of CERCLA, 42 U.S.C. § 9607, for “Past NPL Deletion Costs” and “Future NPL Deletion Costs” incurred and to be incurred at or in connection with the Site, subject to the reservations of rights included in Section X (Reservation of Rights by EPA).

### **V. DEFINITIONS**

10. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

a. “**Agreement**” shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

b. “**CERCLA**” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

c. “**Day**” shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. **“EPA”** shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.

e. **“Future NPL Deletion Costs”** shall mean all response costs incurred after July 31, 2003, in providing assistance to UMETCO, the State of Colorado and other federal agencies in deleting the Site from the National Priorities List. These costs include, but are not limited to, direct and indirect costs that the United States incurs: in reviewing or developing plans, reports and other items to verify the remedial action has been or is being completed according to the State’s remedial action plan; to ensure operation and maintenance plans are effective and protective of human health and the environment or to conduct CERCLA Section 121(c) 5-Year reviews; EPA employee payroll and travel costs; contractor costs; laboratory costs; costs related to land acquisitions or to secure access or assist in developing institutional controls; costs to assist in the radiological license decommissioning process; and costs to publish any Notice of Intent to Delete, Notice to Delete or to take public comment on deleting the Site from the NPL.

f. **“Interest”** shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate of interest in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

g. **“Paragraph”** shall mean a portion of this Agreement identified by an arabic numeral or a lower case letter.

h. **“Past NPL Deletion Costs”** shall mean all response costs the United States has incurred from October 1, 2000 to July 31, 2003 in providing assistance to UMETCO, the State of Colorado and other federal agencies in deleting the Site from the National Priorities List. These costs include, but are not limited to, direct and indirect costs that the United States incurs: in reviewing or developing plans, reports and other items to verify the remedial action has or is being completed according to the State’s remedial action plan; to ensure operation and maintenance plans are effective and protective of human health and the environment or to conduct CERCLA Section 121(c) 5-Year reviews; EPA employee payroll and travel costs; contractor costs; laboratory costs; costs related to land acquisitions or to secure access or assist in developing institutional controls; costs to assist in the radiological license decommissioning process; and costs to publish any Notice of Intent to Delete, Notice to Delete or to take public comment on deleting the Site from the NPL.

i. **“Parties”** shall mean EPA and UMETCO.

j. **“Section”** shall mean a portion of this Agreement identified by a roman numeral.

k. **“State CD/RAP”** shall mean the Consent Decree and Remedial Action Plan entered into between the State of Colorado and UMETCO on December 18, 1986 and approved by the United States District Court for the District of Colorado on February 12, 1987. This

settlement provides for the cleanup of over 10 million cubic yards of the mill tailings, evaporation crystals and sludges, milling refuses and mill debris associated with UMETCO's historic uranium and vanadium mining and milling at the Site.

l. **"UMETCO"** shall mean the UMETCO Minerals Corporation.

m. **"Site"** shall mean the Uravan Uranium Site, encompassing approximately 401 acres, located in western Colorado, approximately 50 air miles southwest of Grand Junction, in Uravan, Montrose County, Colorado. The Site is generally depicted on the map included in Appendix 1.

n. **"United States"** shall mean the United States of America, including its departments, agencies, and instrumentalities.

## **VI. PAYMENT OF RESPONSE COSTS**

11. a. Within 60 days of the Effective Date of this Agreement as defined by Paragraph 32 of this Agreement, UMETCO shall pay **\$125,000** to the EPA Hazardous Substance Superfund. Payment shall be made to EPA by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to UMETCO by EPA Region 8, and shall be accompanied by a statement identifying the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID # 08-46, and the EPA docket number for this action. This payment shall resolve UMETCO's obligation under this Agreement to pay Past NPL Deletion Costs and Future NPL Deletion Costs.

b. UMETCO shall make all payments required by Paragraph 11.a. by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the party making payment and EPA Site/Spill ID # 08-46. UMETCO shall send the check(s) to:

Regular Mail:

Mellon Bank  
EPA Region 8  
Attn: Superfund Accounting  
Lockbox 360859  
Pittsburgh, Pennsylvania 15251-6859

Express Mail:

EPA 360859  
Mellon Client Service Center, Room 670  
500 Ross Street  
Pittsburgh, Pennsylvania 15262-0001

or other such address as EPA may designate in writing or by wire transfer to:

ABA=021030004  
TREAS NYC/CTR/  
BNF=/AC-68011008

Wire transfers must be sent to the Federal Reserve Bank in New York.

At the time of payment, UMETCO shall send notice that the payment has been made to:

Kelcey Y. Land  
EPA Cost Recovery Program Manager  
Uravan Uranium Superfund Site  
U.S. EPA Region 8  
Suite 300 (8ENF-RC)  
999 18th Street  
Denver, CO 80202-2466

12. The amounts to be paid pursuant to Paragraph 11.a. above shall be deposited in the Uravan Uranium Site Special Account within the EPA Hazardous Substance Superfund. This special account shall be retained and used to conduct or finance response actions, including any actions necessary to delete the Site from the NPL, at or in connection with the Site. Notwithstanding the previous sentence, EPA, in its sole unreviewable discretion may transfer these amounts to the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507.

## **VII. FAILURE TO COMPLY WITH AGREEMENT**

13. If UMETCO fails to make the full payment required by Paragraph 11.a. by the required due date, Interest on any unpaid balance shall begin to accrue on the sixty first day after the effective date of this Agreement and shall continue to accrue until the date of payment or other resolution.

14. In addition to the Interest payment required by this Section and any other remedies or sanctions available to the United States by virtue of UMETCO's failure to comply with the requirements of this Agreement, if UMETCO fails or refuses to comply with any term or condition of this Agreement, it shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States brings an action to enforce this Agreement, UMETCO shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

## **VIII. COVENANT NOT TO SUE BY EPA**

15. Except as specifically provided in Section IX (Reservation of Rights by EPA), EPA covenants not to sue or to take administrative action against UMETCO pursuant to Section



107(a) of CERCLA, 42 U.S.C. § 9607(a), for Past NPL Deletion Costs and Future NPL Deletion Costs. This covenant shall take effect upon receipt by EPA of all amounts required by Section VI (Payment of Response Costs), Paragraph 11.a. This covenant not to sue is conditioned upon the satisfactory performance by UMETCO of its obligations under this Agreement. This covenant not to sue extends only to UMETCO and does not extend to any other person.

#### **IX. RESERVATION OF RIGHTS BY EPA**

16. EPA reserves, and this Agreement is without prejudice to, all rights the United States may have against UMETCO with respect to all matters not expressly included in this Agreement. Notwithstanding any other provision of this Agreement, EPA reserves all rights against UMETCO with respect to:

- a. liability for failure of UMETCO to meet a requirement of this Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past NPL Deletion Costs or Future NPL Deletion Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606, including any liability for UMETCO's failure or refusal to perform the remedial action as required by the State's CD/RAP and any failure or refusal to perform operation and maintenance of the remedy to ensure it remains effective and protective of human health and the environment;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

17. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against any person, firm, corporation or other entity not a signatory to this Agreement.

#### **X. COVENANT NOT TO SUE BY UMETCO**

18. UMETCO agrees not to assert any claims or causes of action against the United States, or its contractors or employees, for recovery of Past NPL Deletion Costs or Future NPL Deletion Costs or with respect to this Agreement, including but not limited to:

- a. any such direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or

9613, or any other provision of law;

- b. any such claims arising out of NPL Deletion activities at the Site; and
- c. any such claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613.

19. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

#### **XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

20. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. EPA reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

21. The Parties agree that UMETCO is entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are "Past NPL Deletion Costs" and "Future NPL Deletion Costs."

22. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, UMETCO shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue set forth in Paragraph 15.

#### **XII. SITE ACCESS**

23. Commencing upon the effective date of this Agreement, UMETCO agrees to provide EPA and its representatives and contractors access at all reasonable times to the Site and to any other property owned or controlled by UMETCO to which access is determined by EPA to be required for the implementation of this Agreement, or for the purpose of conducting any response activity related to the Site, including but not limited to:

- a. Monitoring, investigation, removal, remedial or other activities at the Site;
- b. Verifying any data or information submitted to EPA;

- c. Conducting investigations relating to contamination at or near the Site;
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing response actions at or near the Site; and
- f. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by UMETCO or their agents, consistent with Section XIV (Access to Information).

24. Notwithstanding any provision of this Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA and any other applicable statutes or regulations.

### **XIII. ACCESS TO INFORMATION**

25. UMETCO shall provide to EPA, upon request, copies of all documents and information within its possession or control or that of its contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

26. Confidential Business Information and Privileged Documents.

a. UMETCO may assert business confidentiality claims covering part or all of the documents or information submitted to EPA under this Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Documents or information determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified UMETCO that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to UMETCO.

b. UMETCO may assert that certain documents or information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If UMETCO asserts such a privilege in lieu of providing documents or information, they shall provide EPA with the following: (1) the title of the document or information; (2) the date of the document or information; (3) the name and title of the author of the document or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document or information; and (6) the privilege asserted. However, no documents or information created or generated pursuant to the requirements of this or any other judicial or administrative settlement with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document or information, the document or information shall be provided to EPA in redacted form to mask the privileged portion only. UMETCO shall retain all documents or information that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the UMETCO's favor.

27. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

**XIV. RETENTION OF RECORDS**

28. Until 10 years after the deletion of this Site from the NPL, UMETCO shall preserve and retain all documents or information now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person for response actions or response costs at or in connection with the Site, regardless of any corporate retention policy to the contrary.

29. After the conclusion of the document retention period in the preceding paragraph, UMETCO shall notify EPA at least 90 days prior to the destruction of any such documents or information, and, upon request by EPA, UMETCO shall deliver such records or documents to EPA. UMETCO may assert that certain documents or information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If UMETCO asserts

such a privilege, they shall provide EPA with the following: (1) the title of the document or information; (2) the date of the document or information; (3) the name and title of the author of the document or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document or information; and (6) the privilege asserted.

However, no documents or information created or generated pursuant to the requirements of this or any other judicial or administrative settlement with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document or information, the document or information shall be provided to EPA in redacted form to mask the privileged portion only. UMETCO shall retain all documents and information that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the UMETCO's favor.

## **XV. NOTICES AND SUBMISSIONS**

\_\_\_\_\_30. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and UMETCO.

### **As to EPA:**

Rebecca Thomas  
Remedial Project Manager  
Uravan Uranium Superfund Site  
8(EPR-SR)  
US EPA Region 8  
999 18<sup>th</sup> Street  
Denver, CO 80202-2466

### **As to UMETCO:**

Curtis O. Sealy  
General Manager  
UMETCO Minerals Corporation  
P.O. Box 1029  
Grand Junction, CO 81502

Henry W. Ipsen  
Holme Roberts & Owen LLP  
1700 Lincoln, Suite 4100  
Denver, CO 80203

## **XVI. INTEGRATION/APPENDICES**

31. This Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Agreement. The following appendices are attached to and incorporated into this Agreement: Appendix 1 is the Site map.

## **XVII. EFFECTIVE DATE**

32. The effective date of this Agreement shall be the date upon which EPA executes this Agreement.

## **XVIII. PUBLIC COMMENT**

33. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

**It is so ORDERED and AGREED:**

**ON BEHALF OF THE UNITED STATES OF AMERICA:**

By: **SIGNED** Date: **12/12/03**

Michael T. Risner, Director  
Legal Enforcement Program  
Office of Enforcement, Compliance  
and Environmental Justice  
U. S. Environmental Protection Agency

By: **SIGNED** Date: **12/30/03**

Sharon L. Kercher  
Technical Enforcement Program  
Office of Enforcement, Compliance  
and Environmental Justice  
U. S. Environmental Protection Agency

**On BEHALF OF UMETCO MINERALS CORPORATION**

By: **SIGNED** Date: **12/3/03**

Charles Van Metre  
President  
UMETCO Minerals Corporation

By: **SIGNED** Date: **12-2-03**

Henry W. Ipsen  
Holme Roberts & Owen LLP  
Attorneys for UMETCO Minerals Corporation

**IF YOU WOULD LIKE COPIES OF THE ATTACHMENT, PLEASE CONTACT THE  
REGIONAL HEARING CLERK.**

**THIS DOCUMENT WAS FILED IN THE RHC'S OFFICE ON JANUARY 7, 2004.**